

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Richard Rosenbaum, individually, and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff **Oakland County**
(EXCEPT IN 1-5 PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

The Rubinstein Law Firm
30150 Telegraph Rd., Ste. 444
Bingham Farms, MI 48025

(248) 220-1415

DEFENDANTS

Toyota Motor Sales, USA, Inc.

County of Residence of First Listed Defendant **Oakland County**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (if known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery or Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 369 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Runaway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 421 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 SSA (1955)(1) <input type="checkbox"/> 862 Black Lung (1923) <input type="checkbox"/> 863 DIWC/DIWW (405g)(3) <input type="checkbox"/> 864 SSDI Title XVI <input type="checkbox"/> 865 RSI (405g)(4) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(c)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 480 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 490 Consumer Credit <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Habeas Corpus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainers - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1391 (b)

Brief description of cause:

Breach of Contract; Product Liability; Violation of the Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$

CHECK YES only if demanded in complaint.

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE
07/12/2016

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIVED

AMOUNT

APPEARING

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
DETROIT DIVISION

RICHARD ROSENBAUM
An individual.

Case No.:
Hon.:

Plaintiff.

- vs -

TOYOTA MOTOR SALES, USA, INC.,
a Michigan corporation.

Defendant.

THE RUBINSTEIN LAW FIRM
Jan Jeffrey Rubinstein (P57937)
Ryan P. Richardville (P77335)
Attorneys for Plaintiff
30150 Telegraph Rd., Ste. 444
Bingham Farms, MI 48025
(248) 220-1415

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

NOW COMES Plaintiff, RICHARD ROSENBAUM ("ROSENBAUM"), by and through his attorneys, THE RUBINSTEIN LAW FIRM, and for his Class Action Complaint and Demand for Jury Trial ("Complaint") against Defendant, TOYOTA MOTOR SALES, USA, INC. ("TOYOTA") to put an end to its unlawful practice of advertising and representing that their automobile, specifically the Toyota Prius Plug-In, can operate in all-electric mode for up to thirteen (13) miles on a full charge to consumers nationwide. Plaintiffs, for their Complaint, allege as follows upon personal knowledge as to themselves and the own acts and experience and, as to all other matters, upon information and belief, including investigation conducted by their attorneys. Plaintiff, the class

representative on his own behalf and on the behalf of all persons similarly situated, seek damages for Breach of Contract; Product Liability; and violation of the Uniform Commercial Code.

NATURE OF THE ACTION

1. Defendant, TOYOTA, engages in selling and offering for sale a vast array of automobiles throughout the United States.
2. Defendant, TOYOTA, has resorted to false advertisement and false representations that the Toyota Prius Plug-In can operate in a fully electric mode for up to thirteen (13) miles on a full charge.
3. Because Defendant TOYOTA makes false representations through advertisements to consumers, it has, and continues to, violate the Uniform Commercial Code, Breached its contract with consumers, and is liable to these consumers based upon product liability.

PARTIES

4. Plaintiff RICHARD ROSENBAUM is a natural person and citizen of the State of Michigan residing at 2618 Colonial Way Bloomfield Township, MI 48304.
5. Defendant TOYOTA MOTOR SALES, USA, INC., is a corporation existing under the laws of the State of Michigan with its registered office located at 30600 Telegraph Rd. Ste. 2345 Bingham Farms, MI 48025. TOYOTA conducts business throughout this District, the State of Michigan, the United States, and abroad.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter over this Verified Class Action Complaint pursuant to MCL 600.6419 and MCL 600.6419(a). The matter in controversy exceeds \$1,000.00, exclusive of interest and costs.

7. Venue is proper in this district under 28 U.S.C. 1391(b) because TOYOTA conducts business in this District, the improper conduct alleged in this Complaint occurred in this District, and the injury arose in this District. Venue is additionally proper because Plaintiff resides in this District.

FACTUAL BACKGROUND

8. Defendant provides a wide range of automobiles for purchase by the general public. In their pursuit to combat raising gasoline prices, Defendant released for sale in 2012 throughout the State of Michigan and nationwide a TOYOTA Prius Plug-In automobile.
9. In order to sell more vehicles and reach a vast array of customers, Defendant conducted a marketing campaign stating that the Prius Plug-In can operate for up to thirteen (13) miles on a full charge.
10. On or about 2012, Plaintiff ROSENBAUM purchased from TOYOTA a Prius Plug-In vehicle specifically for his 12.07 mile trip from his home to his office without using the gasoline engine.
11. Plaintiff purchased the TOYOTA Prius Plug-In from Page TOYOTA in Southfield, Michigan.
12. Prior to Plaintiff's purchase, TOYOTA specifically represented that the fully electric range was at minimum thirteen (13) miles on its website and through various other marketing and advertising mediums and makes no mention of the limitation regarding the outdoor temperature and the vehicles ability to operate in certain climates.
13. After Plaintiff's purchase of the Prius Plug-In, Plaintiff discovered that after a full, overnight charge the electric mode of the vehicle only allows for travel an estimated 8.0 to 8.2 miles in the summer months only.

14. On or about May of 2015, Plaintiff provided his Prius Plug-In to Defendant, TOYOTA, for an inspection regarding Plaintiff's lower-than-expected mileage rate of 8.0 miles. After the "test" was performed, Plaintiff began to experience a fully-charged electric mileage rate of 10.0 to which Plaintiff suspects alterations were made despite Defendant, TOYOTA's, denial of the same.
15. Thereafter, Plaintiff also discovered that the Prius Plug-In will not operate in electric mode at all when the outside temperature is lower than fifty-five (55) degrees Fahrenheit.
16. That at temperatures below fifty-five (55) degrees Fahrenheit, the car's gas engine automatically and immediately operates when the power is turned on, presumably in order to provide the hot water needed by the car's heater.
17. Plaintiff is unable to utilize the Prius Plug-In for its main purpose of fuel economy to run on an electric motor for the advertised and marketed mileage and for more than half of the calendar year in the state of Michigan due to the outdoor climate.

CLASS ACTION ALLEGATIONS

18. Plaintiff incorporates by reference paragraphs one through seventeen.
19. Plaintiff, RICHARD ROSENBAUM, brings this action on his own behalf and on behalf of those similarly situated purchasers of 2012 TOYOTA Prius Plug-In vehicles pursuant to MCR 3.501(A)(1).
20. The individual Plaintiff, RICHARD ROSENBAUM, seeks to represent the class of individuals consisting of all those purchasers of the 2012 TOYOTA Prius Plug-In vehicles who were similarly affected in justifiable reliance on the Defendant's advertised electric mileage range and those who are subject to driving in temperatures below fifty-five (55) degrees Fahrenheit.

21. **Numerosity:** The exact number of members of the proposed class is not presently known, but based upon information and belief the number is well in excess of 100,000 people, and is so numerous that joinder of all members of the proposed class in this action is impracticable.
22. **Commonality and Predominance:** There are questions of law and fact common to the class. These include legal and factual questions pertaining to the mileage that the Prius Plug-In can travel on a full charge, and the inability to utilize the electric capabilities in temperatures under fifty-five (55) degrees Fahrenheit.
23. **Typicality:** The individual Plaintiff's claims are typical of the claims of the member of the proposed class in that all these claims arise from the same promise made to them by the Defendant manufacturer, TOYOTA, that the fully electric range would exceed thirteen (13) miles on a full charge in any climate without use of the gasoline engine.
24. **Adequate Representation:** The individual Plaintiff, RICHARD ROSENBAUM, will fairly and adequately represent the interest of the proposed class because they have the same or similar claims and interest arising from the same or similar operative facts and because he has secured representation of an attorney who is skilled, knowledgeable and experienced in civil litigation and multiparty and class action litigation.
25. **Policies Generally Applicable to the Class:** TOYOTA's wrongful acts were undertaken on grounds that are generally applicable to the proposed class members, making final injunctive relief or corresponding declaratory relief appropriate with respect to the class as a whole. Defendant's policies and representation herein apply and affect members of the Class, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward members of the Class. The factual and legal bases of

Defendant's liability to Plaintiff and to the other members of the Class are the same, resulting in injury to the Plaintiff and the other members of the Class are the same, resulting in injury to the Plaintiff and to all of the other members of the Class. Plaintiff and the members of the Class have suffered harm and damages as a result of Defendant's unlawful and wrongful conduct.

26. **Superiority:** The common questions of law and fact that are implicated predominate over any questions that affect only individual members of the proposed class, and class action is far superior to any other available method for the fair and efficient adjudication of this controversy. The injuries suffered by the individual members of the Class are likely to have been relatively small compared to the burden and expense of individual prosecution of the litigation necessitated by Defendant's actions and representation. Absent a class action, it would be difficult, if not impossible, for the individual members of the Class to obtain effective relief from Defendant. Even if members of the Class themselves could sustain such individual litigation, it would not be preferable to a class action because individual litigation would increase the delay and expense to all parties and the Court and require duplicative consideration of the legal and factual issues presented herein. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single Court. Economies of time, effort, and expense will be fostered, and uniformity of decisions will be ensured.

27. Plaintiff and the proposed Class reserve the right to revise the foregoing "Class Allegations" and "Class Definition" based on facts learned through additional investigation and in discovery.

COUNT 1 – BREACH OF CONTRACT

28. Plaintiff incorporates by reference paragraphs one through twenty-six.
29. Attached as Exhibit “A” is a Retail Installment Sale Contract-Simple Interest which Plaintiff, and other members in the proposed Class signed with various Toyota dealerships upon purchasing a new TOYOTA Prius Plug-In.
30. For years, TOYOTA in its advertising and marketing specifically represented and promised to consumers that they would receive an electric vehicle that can operate in any climate on its electric engine for up to thirteen (13) miles uninterrupted.
31. TOYOTA, especially considering the publicity and affect nationwide regarding raising gas prices, should have reasonably expected to induce action of a definite and substantial character on the part of Plaintiffs.
32. As a result of TOYOTA’s representations, TOYOTA induced Plaintiffs to rely upon its word that the vehicle was fully operative in electric mode without excluding specific outdoor temperature thresholds.
33. In providing irrevocable promises and information regarding the use of the Prius Plug-In, Plaintiffs acted in justifiable reliance of TOYOTA’S representations, advertising, and marketing to their detriment.
34. The circumstances are such that TOYOTA’S representations have caused significant damages to Plaintiffs, which must be addressed in order to avoid injustice.

WHEREFORE, Plaintiff, RICHARD ROSENBAUM, on behalf of himself and the represented class, respectfully requests that this Honorable Court enter judgment against Defendant, TOYOTA MOTOR SALES, USA, INC., in an amount greater than \$75,000.00 together with interest, costs, and reasonable attorney fees.

COUNT II – BREACH OF EXPRESS AND IMPLIED WARRANTIES

35. Plaintiff incorporates by reference paragraphs one through thirty-three.
36. Defendants are merchants with respect to the vehicle under MCL 440.2104.
37. The vehicle Plaintiff purchased was subject to implied warranties of merchantability under MCL 440.2314.
38. Defendant, to induce the sale, also made certain express warranties and representations to Plaintiff, both orally and in writing including, but not limited to, the specific ability to operate without a the engagement of the gasoline engine for a distance of at least thirteen (13) miles on electric power only, and through their advertising and conduct.
39. These express and implied warranties and representations included, but were not limited to, the following:
 - a. The vehicle was fit for the specific purpose of reliable electric transportation for a specific mileage of thirteen (13) miles.
 - b. The vehicle was of good, sound, and merchantable quality.
 - c. The vehicle was free from defective parts and workmanship.
 - d. The vehicle was engineered and designed to function without requiring unreasonable outdoor temperature thresholds.
40. This vehicle did not perform as warranted and represented in that it has repeatedly failed to meet the specific electric mileage warranted and represented by Defendant due to defective parts and workmanship, as well as the ability to function in electric mode in temperatures below fifty-five (55) degrees Fahrenheit.
41. As a result of these defects, Plaintiffs cannot reasonably rely on the vehicle for its ordinary purpose of efficient, electric, and safe transportation.

42. Plaintiff has given Defendant reasonable opportunities to cure the defects and make the vehicle fit for its intended purpose, but Defendant has been unable and/or refused to do so within a reasonable time and without cost to Plaintiff.

43. As a direct and proximate result of Defendant's various breaches of warranty, Plaintiff has suffered damages, including excess fuel costs, the cost and inconvenience of obtaining alternative transportation, downtime, lost profits, interest and sales tax, and insurance costs. In addition, Plaintiff will suffer future damages, including repair costs, downtime, alternative transportation costs, inconvenience, and diminished resale value of the vehicle, together with costs and attorney fees in attempting to obtain relief from Defendant's wrongful conduct.

WHEREFORE, Plaintiffs, RICHARD ROSENBAUM, on behalf on himself and the affected class, respectfully requests this Honorable Court enter judgment against Defendant, TOYOTA MOTOR SALES, USA, INC., as follows:

- i. Money Damages in whatever amount above \$75,000.00 Plaintiffs are found to be entitled, plus interest, costs, and reasonable attorney fees;
- ii. Equitable relief, including but not limited to repair of the subject vehicles in order to achieve the specific mileage in electric mode and extension of the express and implied warranties and service contracts that are or were applicable to the subject vehicle;
- iii. Any such other and further relief that this Court deems honorable and just.

COUNT III – VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

44. Plaintiff incorporates by reference paragraphs one through forty.

45. Plaintiff is an "affected person" within the meaning of the Michigan Consumer Protection Act.

46. Defendant is engaged in "trade or commerce" within the meaning of the Michigan Consumer Protection Act.

47. By engaging in unfair, unconscionable, or deceptive acts, or practice in the conduct of trade or commerce, specifically advertising the ability to specifically travel at least thirteen (13) miles on a full charge without the implementation of outdoor temperature thresholds, Defendant, TOYOTA, has violated the Michigan Consumer Protection Act, MCL 445.903.

48. Defendant, by representing that the Prius Plug-In was capable of traveling thirteen (13) miles on a full battery charge without a specific outdoor temperature threshold, has violated the Michigan Consumer Protection Act.

49. Unless restrained by the Court, Defendant will continue to violate the Michigan Consumer Protection Act.

WHEREFORE, Plaintiff, RICHARD ROSENBAUM, on behalf of himself and the represented class, respectfully requests that this Honorable Court enter judgment against Defendant, TOYOTA MOTOR SALES, USA, INC., as follows:

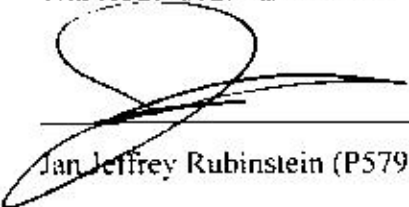
- i. That this Court enter an order forbidding Defendants from engaging in or offering to engage in any provision and/or advertisement of capable electric mode mileage, for which adherence to the Michigan Consumer Protection Act, is required.
- ii. That this Court enter an order commanding Defendant to take whatever corrective action this Court deems just in order to prevent the false advertising and marketing claims regarding the Prius Plug-In.

- iii. That the Court award Plaintiff actual costs and attorney fees.
- iv. A monetary judgment in an amount greater than \$75,000.00 together with interest, costs, and reasonable attorney fees.

JURY TRIAL

Plaintiff, Richard Rosenbaum, on behalf of himself and all others in the proposed Class, hereby demands a trial by jury for all issues so triable.

Respectfully Submitted,
THE RUBINSTEIN LAW FIRM



Jan Jeffrey Rubinstein (P57937)

Dated: July 11, 2016

Exhibit “A”

RETAIL INSTALLMENT SALE CONTRACT-SIMPLE INTEREST



Dealer Number: 21039 Account Number:	Buyer: Name(s) and Address(es) (Include County and Zip Code) WARD WILLIAM ROSENBAUM 18 COLONIAL WAY COVINGTON HILLS MI 48304 OAKLAND	Creditor (Seller) - Name and Business Address PAGE IMPORTS, INC. 21252 TELEGRAPH RD SOUTHFIELD MI 48033
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In this contract, the words "you," "your," and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to the Toyota Motor Credit Corporation (TMCC) and any subsequent assignee.
 You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms on the front and reverse of this contract and you are individually liable to the Creditor for any amount due.
 You agree to buy and the Creditor agrees to sell the following vehicle:

Year	Make	Model	Vehicle Identification Number	Number of Doors	Use
2012	TOYOTA	PRIUS	JTDKN3DP3C3010004	4 DOOR	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Commercial <input type="checkbox"/> Agricultural

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$ 200.00
3.75 %	\$ 1245.50	\$ 38781.70	\$ 40125.00	\$ 40325.00

Your Payment Schedule Will Be:

Number of Payments	Amount of Each Payment	When Payments Are Due
36 Regular payments of	\$66.78	Monthly, beginning 05/17/2012
One final payment of	\$66.78	DUE ON: 07/17/2017

Late Charge: If we do not receive your entire payment within 10 days after it is due, you agree to pay a late charge not to exceed \$15.00 or 6% of the payment installment whichever is greater.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty.

Security: You are giving a security interest in the vehicle being purchased.

Other Terms: Please read this contract, including the reverse side, for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

Cash Price		\$ 33341.00
A Vehicle		\$ N/A
B Accessories and Installation		\$ 190.00
C Documentary Preparation Fee		\$ 2495.00
D Optional Mechanical Breakdown Protection or Vehicle Service Agreement paid to TOYOTA EXTRA CARE		\$ 2013.30
E Taxes		\$ N/A
F N/A		\$ 38039.30 (1)
Total Cash Price		
Downpayment		
A Trade-In Vehicle	Year Make Model	\$ N/A
Gross Trade-In Value		\$ N/A
B Payoff of Existing Lien or Lease Balance on Trade-In Vehicle		\$ N/A
C Net Trade-In Value (A-B) (Indicate if negative number)		\$ 200.00
D Cash		\$ N/A
E Rebates and Non-Cash Incentives		\$ 200.00
F Subtotal (C + D + E)		\$ 200.00 (2)
G TOTAL DOWNPAYMENT (If Subtotal is negative, Total Downpayment is \$0.00)		\$ 37839.30 (3)
Unpaid Balance of Cash Price (1 minus 2)		
Other Charges Paid to the Creditor (Creditor must describe purpose)		\$ N/A
(1) FOR N/A		\$ N/A
(2) FOR N/A		\$ N/A (4)
Total Other Amounts Paid to Creditor		
Amounts Paid to Others on Your Behalf (Seller may retain, or receive a portion of these amounts):		
A Price of Required Physical Damage Insurance Purchased from the Insurance Company Named Below - Covering Damage to the Vehicle		\$ N/A
B Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named Below -		\$ N/A

2. Contact your lender must identify who will receive payment and describe purpose.

FOR N/A

NA

Page 4 of 5

ACQUISITION COST N/A

<input checked="" type="checkbox"/> Limited \$	<u>N/A</u>	Deductible Collision (commercial vehicle)
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\$ N/A Deductible other than Collision including Fire, Theft and Combined Automobile Coverage

Optional Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the purchase price, which is shown below and is 58 of the installment above.

APPROVAL YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE DESCRIBED BELOW AND FOR WHICH YOU HAVE SEPARATELY SIGNED

Type	Premium:	Term (months)	Signature(s)
Credit Life	<input type="checkbox"/> Single Coverage (Buyer Only) \$N/A	N/A	You want the specified credit life coverage. N/A N/A N/A N/A Buyer Signature Date Co-Buyer Signature Date
	<input type="checkbox"/> Joint Coverage \$N/A		
Credit Disability	Single Coverage (Buyer Only) \$N/A	N/A	You want the specified credit disability coverage. N/A N/A N/A N/A Buyer Signature Date Co-Buyer Signature Date

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or coverages issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A but will not be more than \$ N/A. Credit disability insurance payments will equal the monthly payment amount.

Optional Debt Cancellation Contract or Guaranteed Auto Protection ("GAP"). GAP is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase GAP under this contract by signing below and agreeing to pay the purchase price to the Creditor, which is shown on SC of the Transaction above. If you elect this optional GAP coverage and are accepted by the GAP provider, the terms and conditions will be as described in the GAP agreement issued by that provider.

GAP Provider

APPROVAL: YOU WANT TO OBTAIN THE GUARANTEED AUTO PROTECTION DESCRIBED ABOVE.

Buyer Signature: _____ Date: 07/18/2012

N/A

THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER. THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

Receipt of Goods and Promise to Pay. You agree that you have received the vehicle and/or services described above, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown above by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this contract.

IMPORTANT: READ THE ADDITIONAL TERMS ON REVERSE SIDE BEFORE SIGNING BELOW.

You signed this contract on (Do not date on Sunday) JULY 18th 2012

At SOUTHEAST OKLAHOMA MT
(City) (County) (State)

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

Notice to buyer: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Buyer's Signature _____

Accepted **PAGE IMPORTS, INC.**

SelectCredit

N/A

Co-5042 Signature

By

Signature and Title

AGENT

Each undersigned acknowledges receipt from the Creditor of a true, correct and completely filled-in copy of this contract at the time of execution.

N/A

Co-Buyer's Signature

Corporation dba Toyota Financial Services, subject
"Statement" on the reverse side.

This contract is assigned to Toyota Motor Credit Corporation due Toyota Financial Services, without recourse or with limited recourse under the terms of the "Seller's Assignment" on the reverse side.

PAGE IMPORTS, INC.

AGENT

Seber

E

(If Corp. or Partnership)	(Title)
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1 DEAL #	43325	11 TRADE #1		19 DOC FEE	190.00
2 DEAL DATE	07/18/2012	12 PAYOFF #1		20 WARR PREM	0.00
3 STOCK #	961212	13 DEPOSIT	200.00	21 MAINT PREM	0.00
4 PRICE	33341.00	14 CASH DOWN	0.00	22 GAP PREM	0.00
5 AFTERMARKET	0.00	15 REBATE	0.00	23 MSRP	
TOTAL AFMKT	0.00	TOTAL DOWN	200.00	24 BALLOON	0.00
6 TERM	60	16 REGISTERED STATE	MI	ADJ BALLOON	0.00
7 RATE	1.35	17 COUNTY CODE			
8 DAYS	30	18 COUNTY RATE		AMT FINANCED	35391.30
9 PAY/YEAR	12	GOVT FEES	47.00		
10 PYMT DATE	08/17/2012	TAXES	2013.30	INS:	
		RIJ/PJ #1		MEMO#1	
STATUS F		RIJ/PJ #2		MEMO#2	
		RIJ/PJ #3			

LINE#) (M=MODIFY) (?=CMD LIST)
 REPORT F1=KEYS BANK=TOYOTA MOTOR CREDIT

NO CR
 MONTHLY PYMT (0)

610.32

35391
 1.35
 175955
 106173
 35391
 3676785

1345

668.78
 610.32
 58.46
 X 40 months
 \$ 2339.90

+ 35391.30
 + WARRANTY 2495.00
 + TAXES 2013.00
 + MISC -

= 38981.30
 - deposit 200

38781.30
 + 1.35% interest 1345.50

+ TL
 PRICE 40326.80

SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE OF THIS ORDER, THE DEALER AGREES TO SELL/LEASE AND THE BUYER(S) AGREE(S) TO PURCHASE/LEASE THE VEHICLE DESCRIBED BELOW.

☒ PURCHASE ORDER ☐ LEASE ORDER
☒ CAR ☐ TRUCK ☒ NEW ☐ USED ☐ DEMO
☐ OTHER

STOCK NO.	YEAR	MAKE	MODEL	BODY	COLOR
961212	2012	TOYOTA	PRIUS 4	DOOR	BLIZZA
VIN NUMBER					
J	T	D	K	N	3
P	3	C	3	0	1
0	8	0	4		

MANUFACTURER'S INFORMATION

OTHER INSTALLED ACCESSORIES (SEE PARAGRAPH 1 UNDER "IMPORTANT BUYER'S INFORMATION")

TRADE-IN INFORMATION (SEE PARAGRAPHS 3 & 4, ON REVERSE SIDE)

YEAR	MAKE	MODEL	BODY	COLOR
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LICENSE PLATE	EXPIRATION DATE	MILEAGE
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VIN NUMBER

LIEN HOLDER	GOOD UNTIL DATE	QUOTED BY	BALANCE DUE
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IMPORTANT BUYER INFORMATION

- Any warranties from a Manufacturer or supplier, including warranties on any Dealer-installed Non-Manufacturer accessories are those, not Dealer's, and only such Manufacturer or other supplier will be liable for performance under these warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS" unless Dealer furnished Buyer with a separate written warranty or service contract or the used car sticker on the window on the vehicle indicates otherwise. (SEE PARAGRAPH 19 ON REVERSE SIDE.) This disclaimer in no way affects the manufacturer's Vehicle Warranty.
- If this is a credit sale or lease, this Order is not binding on the Buyer and the Buyer can cancel it and recover the deposit until Buyer receives a document containing the required financial or lease disclosures.
- The annual percentage rate for a credit card sale may be negotiable with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the finance charge.
- The salesperson has no authority to make and dealer shall not be bound by any promises or representations unless they are written on this order and approved by dealer's authorized representative.
- Unless otherwise noted, the buyer listed as Buyer "A" will be the registered owner/lessee of the Vehicle.
- The installment contract, lease or other document signed by the Buyer may require the Buyer to submit claims arising from or related to the purchase, lease or financing of the vehicle to binding arbitration.
- Any claim or lawsuit arising out of the purchase or lease of the vehicle against the dealer by the Buyer must be filed no more than 365 days after the date of the delivery of the vehicle. (SEE PARAGRAPH 15 ON THE REVERSE SIDE)

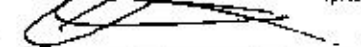
BUYER'S REPRESENTATIONS

I have read the material printed on the back and I understand and agree to it as part of this Order as if it were placed above my signature. I understand that the front and back of this order comprises the entire agreement affecting this purchase/lease and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I also certify that no credit has been either extended by Dealer or arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this Order.

Buyer (A)  Date **07/18/12**
 Signed:

Buyer (B)  Date
 Signed: ☒

This Order is not binding until Dealer's authorized representative signs here.

Dealer  Date **07/18/12**
 Signed:

INSURANCE INFORMATION

NAME STATE FARM

ADDRESS

CITY STATE

ZIP CODE

POLICY NO. **22559913**

EXPIRATION DATE

AGENTS NAME

OFFICE PHONE ()

FAX PHONE ()

IMPORTANT NOTICE CONCERNING INSURANCE

Buyer(s) must have insurance for liability for injury to person or damage to property of others (PL & PD) in order to take title to the Vehicle. Buyer(s) Note: Neither accident and health insurance nor credit life insurance provide PL & PD coverage. If a credit sale or lease, Buyer is required to maintain collision insurance on the Vehicle during the term of the finance contract or lease. A Buyer may not be eligible for wider credit life insurance or accident and health insurance. **BUYER IS NOT REQUIRED TO OBTAIN EITHER ACCIDENT AND HEALTH INSURANCE OR CREDIT LIFE INSURANCE.** Buyer may choose the agent from which said insurance will be obtained.

LEASE ORDER INFORMATION

Lease Term: Monthly Payment: \$

Total Amount Due at Lease Signing or Delivery: \$

- (1) Capitalized Cost Reduction \$
- (2) Sales/Tax \$
- (3) First Monthly Payment \$
- (4) Refundable Security Deposit \$
- (5) Initial Title, Registration and License Fee \$
- (6) Documentary Fee \$

PURCHASE ORDER INFORMATION

Vehicle Selling Price INCLUDES AFTERMARKETS \$ **33361.00**

Documentary Fee @ **190.00** CVR# **24.00** \$ **214.00**

TOTAL TAXABLE PRICE: \$ **33555.00**

PLH: Taxes: Sales: \$ **2013.30**

Other: GAP: \$ **895.00**

License Fee for Transportation \$ **N/A**

Title & Registration: \$ **23.00**

Extended Service Plan: \$ **2499.00**

TOTAL CASH PRICE: \$ **38981.30**

Less: Net Allowance on Trade-in: \$ **N/A**

Cash Deposit: \$ **200.00**

Other Credits: \$ **N/A**

Cash on Delivery \$ **N/A**

AMOUNT TO BE FINANCED: \$ **38781.30**

FINANCE INFORMATION

Annual Percentage Rate	Number of Monthly Payments	Monthly Payment
1.35 %	60	\$ 646.35

"Thank You for Your Business"